

MARKET SWINE GROWER AGREEMENT

Grower: _____
Address: _____

County: _____
Tax Identification Number: _____
Telephone Number: _____

For good and valuable consideration, Pork Plus, Inc. ("Corporation") and Grower hereby enter into this Market Swine Grower Agreement ("Agreement") as of _____, 19____ and hereby agree upon the following terms by which Grower, as an independent contractor, shall raise feeder pigs owned by Corporation in finishing houses:

1. Term. The initial term of this Agreement shall commence upon Corporation's delivery to Grower of the initial feeder pigs to be raised hereunder and shall continue and exist thereafter through and including _____, 20____, unless earlier terminated as provided in Paragraph 7 herein.

2. Renewal. Upon expiration of the initial term and any renewal term(s) hereof, this Agreement automatically shall renew for successive one year intervals unless either Corporation or Grower has given written notice to the other party at least thirty (30) days prior to the renewal date of such party's election to terminate this Agreement or unless this Agreement otherwise has been terminated prior to such renewal date pursuant to the provisions of Paragraph 7 hereof.

3. Duties of Corporation. During the term of this Agreement, Corporation shall perform the following duties:

(a) Feeder Pigs. Corporation shall provide to the Grower specified above feeder pigs to be raised in finishing houses pursuant to this Agreement. The number, weight, grade, and type of feeder pigs to be provided by Corporation hereunder shall be determined by Corporation in its sole discretion. All feeder pigs provided to Grower shall be the sole and absolute property of Corporation.

(b) Management Procedures. Corporation from time to time and in its sole discretion shall establish and provide to the Grower management and production standards and procedures (hereinafter referred to collectively as "Corporation's Procedures") that shall govern the care and maintenance by Grower of the pigs pursuant hereto. An employee of Corporation (herein referred to as "Corporation's Serviceperson") further shall review Grower's operations on a regular basis and advise Grower with regard to management procedures.

(c) Feed and Supplies. Corporation shall select and provide to Grower all feed, medicines, disinfectants, and veterinary care that Corporation deems necessary to be utilized by